MASTER AND SERVANT—INJURIES TO SERVANT THROUGH NEGLIGENCE OF FELLOW SERVANT.—The plaintiff was working at the bottom of a clay pit with vertical walls, at the top of which other employees were engaged in prying off large chunks of clay. It was customary to warn the men below when these chunks were about to fall, but on one occasion the signal was neglected, which resulted in serious injury to the plaintiff. *Held,* that the negligence in failing to give the signal was the negligence of the master, and not that of the fellow servants, the operation being inherently dangerous. *Hanson* v. *Red Wing Sewer Pipe Co.* (Minn. 1913) 142 N. W. 804.

There is marked conflict existing as to the delegability of the master's duty to warn servants of the recurring dangers arising from the dislodging of earth or other heavy substances. *Anderson* v. *Pittsburg Coal Co.,* 108 Minn. 455, 122 N. W. 794, 26 L. R. A. (N. S.) 624. The courts which hold such duty delegable put it on the ground that the master is under an absolute duty only to provide a reasonably safe place to work and, by selecting a competent person to warn of recurring dangers, has done all that the law requires. Any negligence of such co-employee is the act of a fellow servant, for which the master is exempt from liability. *Herman* v. *Port Blakely Mill Co.,* 71 Fed. 853; *Ocean Steamship Co.* v. *Cheney,* 86 Ga. 278, 12 S. E. 351; *Mikoloczak* v. *N. A. Chemical Co.,* 129 Mich. 80; *McLane* v. *Head & D. Co.,* 71 N. H. 294. This view seems to be the weight of authority. COOLEY, TORTS, 1152. There are however many authorities supporting the case under discussion, on the ground that the master's responsibility extends beyond the selection of a competent agent and includes the warning itself, it being considered an absolute duty. But the non-delegability rule is in most cases applied only where the place of work is inherently dangerous. *Belleville Stone Co.* v. *Mooney,* 60 N. J. L. 323; *Evansville & T. H. R. Co.* v. *Holcomb,* 9 Ind. App. 198; *Brice-Nash* v. *Barton Salt Co.,* 79 Kans. 110; *Borgerson* v. *Cook Stone Co.,* 91 Minn. 91; *Anderson* v. *Pittsburg Coal Co.,* supra.

MUNICIPAL CORPORATIONS—LETTING TO LOWEST BIDDER.—A statute required certain municipal contracts to be awarded to the lowest responsible bidder. The city commissioners prescribed certain specifications for materials and advertised for bids for the repaving of a street. It was admitted that plaintiff's bid at $1.52 per square yard for Porter brick was the lowest; that this brick met in every way the requirements of the specifications, and that plaintiff was "responsible." But the commissioners, thinking that Metropolitan brick at $1.81 per square yard so much superior in quality to the Porter brick that its use would in the long run be better for the interest of the city, awarded the contract accordingly. Plaintiff, the lowest bidder, brings certiorari to review the award. *Held,* that since the commissioners' specifications fixed a standard to which plaintiff's brick conformed, plaintiff is entitled to the contract; and that because a brick submitted by a higher bidder was better for the higher price than the lower bid, furnished no justification for the award to the higher bidder. *Mc Govern* v. *Inhabitants of City of Trenton et al.* (N. J. 1913) 86 Atl. 539.

Under the particular circumstances there obtaining, the decision in the